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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Colonial Stock Act, 1900.

FROM A notice which we print elsewhere it will be seen that New South Wales Government 5¾ per cent. Inscribed Stock (1922-32) has been added to the investments authorized by the Trustee Act, 1893, subject to the restrictions imposed by section 2 (2) of that Act.

A Ministry of Justice.

IN THE *Times* of 28th March there was a copy of a letter from Lord PARMOOR to Sir WILLIAM BULL deprecating the scheme for a Ministry of Justice advocated by Mr. SAMUEL GARRETT in his recent address to the Law Society (*ante*, p. 276), on the ground that it was only one of the innumerable projects in favour of an extended bureaucratic Socialism; and Lord PARMOOR concluded:

> "You will probably agree that the independence of the Judicature from the enervating influence of official interference, or control, is a matter of paramount importance. A 'rule of law' free from all party or official taint is the foundation on which our rights of individual liberty have been based, and is the only effective safeguard of their maintenance. Unfortunately there is already much evidence of an attempt to introduce the principle of a *droit administratif*, and there is reason for fearing that the constitution of a Ministry of Justice might be a further step in this false direction."

Naturally, Mr. GARRETT demurs to this as a consequence of his proposal, and in a letter to the *Times* of 30th March he says that the whole case for a Ministry of Justice is:

> "That the work which the Minister of Justice would do is work which ought to be done, and could only be done, by officials, and which, so far as it is done now, is done by officials, and done badly through want of means, want of staff, want of time, dispersion of energy, and overlapping of functions. The transfer of these functions from badly equipped and badly organized, and therefore inefficient, officials to a well-equipped, well-organized, and efficient official could not possibly assist the principle of a *droit administratif*, in resisting which the Council of the Law Society have expended much time and labour and are heart and soul with Lord PARMOOR."

And, indeed, it seems to us that the question is not one to be decided by the test of "officialism" at all, if by that term is understood the unnecessary intrusion of the State into the domain of individual activity. The administration of justice

is no part of that domain, and it must necessarily be in the hands of State officials. At present the head of this administration is the Lord Chancellor, assisted by his secretary, and various subordinate parts of the administration are divided between different Government Departments. The question is not whether there shall be an extension of officialism, but whether the present system, which has grown up in a haphazard fashion, and which imposes on the Lord Chancellor multifarious and onerous duties, should be reorganized by the establishment of a Ministry of Justice. In some matters—for instance, the appointment of judges—there is much to be said for leaving authority to the Lord Chancellor; but for general administrative work the argument in favour of a Ministry of Justice is very strong. A further letter to the *Times* (4th inst.) from General BRAMWELL BOOTH, the head of the Salvation Army, in support of the project, urges that at the same time a Public Defender should be appointed, just as there is a Public Prosecutor. "The very excellent machinery of the Public Prosecutor's department might," he says, "very well be duplicated for the proper defence of accused persons who are unable to make suitable provision for themselves." A certain amount of provision for this purpose is already made, but doubtless by proper organisation it could be rendered more efficient.

A Ministry of Health.

WE GAVE a summary last week (*ante*, p. 420) of the various authorities and bodies interested in the matters which it is proposed to collect and co-ordinate under a Ministry of Health. Here, as in the case of a Ministry of Justice, it is not a question of creating new State functions, but of exercising to the best advantage the numerous and diverse State functions which are already vested in central and local authorities. An interesting review of the subject is contained in an article by Mr. PERCY ALDEN, M.P.—"A Ministry of Health"—in the current *Contemporary Review*. Looking at the matter as primarily one of preventive medicine, he points out that "the most important thing upon which to concentrate our attention is the better organized administrative effort on the part of all Departments concerned with the health of the State, with a corresponding improvement in the work of local health administration"; and after enumerating the various Departments concerned—the Local Government Board, the Home Office, the Board of Education, the National Health Insurance Commission, the Ministry of Pensions, the Board of Trade, the Board of Agriculture, and the Privy Council—he says: "Nothing could be more wasteful and inefficient than the present method of splitting up the work of public health among all these different central authorities."

A Suggested Compromise Between Health Authorities.

MR. ALDEN considers the alternatives of (1) a totally new Department of Health; (2) the concentration of all health functions in the Local Government Board; or (3) in the Insurance Commission; (4) concentrating the more important health functions in a central office, but leaving certain special matters elsewhere, such, for example, as industrial welfare with the Home Office. The first, though attractive, he regards as too difficult to be practicable. "It would involve a great deal of dislocation without corresponding advantages, since you do not solve the problem of lack of co-ordination by simply putting the Department of Public Health under one roof, and putting a Minister of Health in charge." Though surely, if this was done, it would be the business of the Minister to effect the required co-ordination. The second alternative, he considers, would make an undue addition to the work already done by the Local Government Board, which includes many matters having no relation to health. And the National Health Insurance Commission is too specialized in character for the purpose of a Health Ministry. Mr. ALDEN is, therefore, thrown back upon the fourth alternative, which means a compromise, and he would leave matters affecting school children to the Board of Education, and industrial health and welfare to the Home Office, and hand over to a Ministry of Health various important functions such as (*a*) sanitation and the public health work of the Local Government Board; (*b*) housing; (*c*) maternity and infant welfare; (*d*) the work of the National Insurance Commission; and (*e*) the sickness work of the Poor Law Guardians. Such a division of work, he considers, would be only transitory, and would be followed by the transfer of further powers to the Ministry of Health. It will be interesting to compare these proposals with those in the promised Ministry of Health Bill, but in so complex a matter it will clearly be wise not to attempt too much at first; and, of course, the relation of any new central Health Authority to the local authorities will require to be very carefully considered.

The Offence of Food Hoarding.

ONE OF the most difficult questions arising under the Food Hoarding Order of 1917 has just been settled by the Divisional Court in *R.* v. *Justices of Plympton* (*Devon*), *Ex parte Murdoch* (*Times*, 27th March). Where a person hoards an immense number of articles, but only a small quantity of each, can he be convicted under the Order of acquiring "any article of food so that the quantity of such article in his possession or under his control at any one time exceeds the quantity required for ordinary use and consumption in his household or establishment?" The Court has held that he cannot. There must be an excessive quantity of each article in respect of which a charge is made, for clause 1 of the Order, from which the words just quoted are taken (see 61 SOLICITORS' JOURNAL, p. 402), creates separate offences in respect of each article. Now, in *Ex parte Murdoch* (*supra*), justices had convicted one of two defendants on a summons charging them with "unlawfully acquiring sugar, tea, flour, milk, tongue and other articles of food, so that the quantity in their possession at any one time exceeded the quantity ordinarily required for use and consumption in their household." But, if a separate offence is constituted by the Order wherever any one article is hoarded, then the summons is bad for multiplicity of counts, for section 10 of the Summary Jurisdiction Act of 1848 forbids the joinder in one summons of more than one separate and distinct offence. It is true that section 1 of the same Act forbids the taking of any objection to the information on the ground that it is defective in "substance or form"; but a well-settled practice has grown up on this point. Justices cannot quash the information, but they can amend it or can call on the prosecutor to elect which of the separate offences he chooses to proceed on: *Rodgers* v. *Richards* (1892, 1 Q. B. 555); *Johnson* v. *Needham* (1909, 1 K. B. 626); and can convict for that offence. In the present case no objection to the information was taken, no election had been made by the prosecutor, and a conviction in respect of the whole category of offences alleged in the summons had been recorded. This was clearly bad, and, on *certiorari*, the Court quashed the conviction.

Covenants in Restraint of Employment.

THE DECISION of YOUNGER, J., in *Great Western and Metropolitan Dairies* (*Limited*) v. *Gibbs* (*Times*, 28th March), emphasizes the present tendency of the Courts to view with disfavour restrictive covenants entered into by employees. A distinction has been drawn between such covenants according as they are incident to a sale of a business or to a contract of service. There is, said Lord SHAW, in *Mason* v. *Provident Clothing, &c., Co.* (1913, A. C., p. 738), "much greater room for allowing, as between buyer and seller, a larger scope for freedom of contract and a correspondingly large restraint on freedom of trade than there is for allowing a restraint of the opportunity for labour in a contract between master and servant or an employer and an applicant for work." And in the latter case it is specially necessary to observe the rule that a covenant in restraint of trade—including therein covenants in restraint of employment—shall not be wider than is reasonably required for the protection of the employer. A restraint, said Lord HALDANE in the case just cited (*ibid*, p. 732), "on the liberty of a man to earn his living or exercise his calling is a serious one, and the Courts have always regarded such

restrictions with jealousy." And this principle was applied in *Herbert Morris (Limited)* v. *Saxelby* (1916, 1 A. C. 688), where Lord ATKINSON pointed out that an employer was only entitled to protection for his trade secrets, and protection against the solicitation of his customers. "But freedom from all competition *per se*, apart from both these things, however lucrative it might be to him, he is not entitled to be protected against. He must be prepared to encounter that even at the hands of a former employee." In the present case the restraint was incident to a contract of service made with a wholesale milk supply company by an employee who was formerly a clerk in the office and then cashier, and it prohibited him for one year after the termination of his employment from, directly or indirectly, carrying on or assisting in carrying on the business of wholesale dairymen or manufacturers of dairy products or dairy utensils within twenty miles of the company's headquarters. Following the tendency of the above and other recent cases, YOUNGER, J., held that this was wider than was necessary for the protection of the company, and was oppressive to the employee. In particular, although his employment was as cashier in a business in which no trade secrets existed, he was prevented from taking any position whatever in a rival business. The principle on which these and the recent cases have been decided may in the abstract be commendable; the trouble is that it does not give very much assistance in deciding without litigation a future concrete case.

Dismissal Without Notice.

A CASE which came up in the High Court at the end of last sittings, *Re the Petition of Right of C. L. Hales* (*Times*, 27th March), aptly illustrates a doctrine of Crown practice not, perhaps, familiar to every practitioner. An officer of the Crown, or indeed any servant of the Crown, holds his office at the pleasure of the Crown, and can be dismissed without notice. This was settled as regards military officers by *Re Tuffnell* (3 Ch. D. 164), as regards Indian Crown servants by *Grant* v. *Secretary of State for India* (2 C. P. D. 445), and as regards ordinary civil employees by *Dunn* v. *The Queen* (1896, 1 Q. B. 116). In the last named case the officer was a consul-general, but the principle appears to apply universally. The only exception to this rule arises when there has been a special contract to the contrary entered into with the servant or officer, and even then the special provisions relied on must be authorized by and made under some Act of Parliament. Mere regulations of a Government department issued in *Gazette* notices or otherwise are not sufficient to authorize a special contract made under them: *Shenton* v. *Smith* (1895, A. C. 229). The reason appears to be that any such restriction on the power of the Crown to dismiss at pleasure is an interference with the prerogative and also opposed to public policy, so that only the Legislature can authorize it. In *Hales' Petition of Right* (*supra*), the suppliant had entered the service of the Admiralty, as he alleged, on a contract to pay him a certain bonus and give him a certain specified notice; but, when he asked for the bonus, he was dismissed without any notice at all. In fact, the Court held that he had misunderstood the terms of the bargain with him, and was not entitled under it to the bonus or notice he claimed. But independently of this decision on the merits, the Court reaffirmed, in the peculiar facts of such an employment as that of the suppliant, the doctrine that a special contract authorized by statute must be proved by a servant of the Crown who claims a right to any security of tenure, however slight.

Termination of Service.

AN INTERESTING point which must frequently arise in practice under present war conditions was decided by LUSH, J., in *Stretch* v. *Scout Motors (Limited)* (1918, W. N. 92). A workman employed by an engineering firm had entered into an agreement with his employers which provided, *inter alia*, that "should any employee leave the service of the company, *for any reason*, between March, 1915, and the date of disbursement, such employee will forfeit all claim to the above-mentioned war bonus." The words we have italicized appear pretty strong, and *primâ facie* one might have thought that they would exclude from the right to bonus even a conscript compelled to leave his employment, much more one who voluntarily enlisted. The learned Judge, however, held that they do not cover the case even of a war munition volunteer who voluntarily enrols as such under the Munitions of War Act, 1915, and is called away for service elsewhere under the provisions of section 6 (1) of that Act. The workman had entered into the bonus-agreement mentioned above prior to the passing of the statute, and had afterwards voluntarily enrolled thereunder. The effect of his voluntary enrolment was that, on being called away for service, he had to obey the summons under a statutory penalty, and section 6 (2) makes it an offence for his employer to "dissuade," or "attempt to dissuade" him from going. It certainly looks as if the legal necessity to "leave" his employment arises out of the workman's voluntary act, and that his "leaving" must therefore be regarded as voluntary, and not a compulsory interference with his contract by Act of State. LUSH, J., however, did not take this view. The plaintiff left the service under an order he could not lawfully refuse to obey, and therefore did not leave it "voluntarily." But "leave the service" in the agreement must mean a voluntary determination of service, not one under compulsion of law. Hence it was held that the man had not forfeited his bonus; but the reasoning of the decision seems just a little unconvincing.

The Reform of Crown Procedure.

THE DIFFICULTIES of our revenue laws are well known, and many persons have read with a sigh of relief that the Lord Chancellor has brought into the House of Lords a Bill for the consolidation and amendment of the Income Tax Acts. May we add that an even greater and more useful labour would be the simplification of our intricate Crown procedure? It is not generally known that the Judicature Acts, which effected such radical changes in the procedure of ordinary actions, introduced little more than nominal changes into Crown practice. We are still embarrassed with the obsolete learning of *mandamus*, *certiorari*, and prohibition; the procedure on the Crown side of the King's Bench Division still remains an exceptional procedure. A portly volume containing some 900 pages, with a lengthy collection of forms and precedents, was produced by Mr. G. S. ROBERTSON in 1908, containing a full review of the law and practice of civil proceedings by and against the Crown. It would be impossible with due regard to our limits of space to examine the very numerous subjects discussed in this work, but they include proceedings by and against the Crown, members of the Royal Family and Government departments, including those for the recovery of Crown debts, droits of the Crown and escheats, extents, *scire facias*, intrusion, &c. Pleadings by or on behalf of the Crown contain a reference to "pleading double" and pleading a general denial. The difficulty of mastering even the rudiments of this practice must be aggravated by the long interval which ordinarily elapses between any experiences of its archaism and intricacy. The Crown Officers could surely prepare some scheme of reform which would sweep away a mass of obsolete learning and save the time wasted in unprofitable labour.

Payment of Bankers Drafts on the Bank of England.

WITH REFERENCE to our note, *ante*, p. 287, on "Payment of Bankers' Drafts on the Bank of England," and the comments of our correspondent, Mr. E. T. HARGRAVES, at p. 328, we do not see our way to alter our view that a tender of a banker's draft at the Bank of England in payment for Treasury Bills is in effect a request for payment of the draft; and since the draft, or cheque, was crossed, the relevant section of the Bills of Exchange Act, 1882, is not section 60, under which an open cheque to order can be paid by a bank without inquiry as to the genuineness of the indorsement, but section 80, which prescribes how a banker is to deal with a crossed cheque. Strictly, it seems to us, the draft should have been collected by a bank; but the Bank of England did not insist on this

precaution, but insisted on a guarantee of the payer's indorsement instead. The case appears to be one to which, as a matter of business convenience, it is not easy to apply the provisions of the Bills of Exchange Act, and the Bank of England obtained for practical purposes sufficient security by going outside the Act.

The Acquisition of Land for Public Purposes.

II.

The second section of the Report of the Land Acquisition Committee discusses the question of a new sanctioning authority for the compulsory acquisition of land. With a few exceptions, the final authority has hitherto been Parliament, and to the principle of ultimate Parliamentary control over the acquisition of private land for public purposes the Committee state that they adhere; and they are equally strong in their conviction that the Select Committees of both Houses, which deal with Private Bills, deserve to the full the confidence which the public repose in them. At the same time, they consider that there must be some substantial measure of delegation of the existing direct control of Parliament, and that this may be done in one of three ways: (1) A wide extension of the system of Departmental Orders not requiring Parliamentary reference, such as now prevails for certain purposes under the Local Government Act, 1894, the Light Railways Act, 1896, the Small Holdings and Allotments Act, 1908, the Development and Road Improvement Funds Act, 1909, and certain local Acts, such as the Metropolitan Paving Act, 1817 (Michael Angelo Taylor's Act); (2) the delegation of the power of Parliament to a permanent Standing Commission, such as the Railway and Canal Commission; or (3) the creation of a new sanctioning authority, constituted on lines analogous to those of the present Parliamentary Tribunal. The first is rejected, on the grounds that the departments in question are themselves in many cases the actual promoters, and that departmental action lacks both elasticity—it adheres "too closely to certain official formulæ and stereotyped methods"—and publicity; and the second is rejected because a permanent Commission would assume a judicial character and tend to become bound by its own precedents. Accordingly the Report recommends the creation of a new sanctioning authority, which should retain the leading features which have made the Parliamentary Committee a generally satisfactory tribunal in the past. Thus it should not only be impartial, but should be recognized as impartial; it should be independent of executive departments; it should not be a permanent standing tribunal; its outlook should be practical and its methods elastic; and publicity for every proposal at each stage—when formulated, when inquired into and when decided on—should be secured.

The constitution of this proposed authority is carefully worked out. It should, the Committee say, consist of a panel of selected persons; not limited to members of Parliament, but including others of similar standing, to the exclusion, however, of officials of Government departments and experts as such. From the panel one or more commissioners should be deputed to hold public inquiry—usually locally—into a proposed scheme, and their decision would be the decision of the sanctioning authority. But Parliamentary control and responsibility would be retained (1) by making Parliament responsible for selecting the chairman and members of the sanctioning authority, just as now in the case of the Parliamentary Committees; and (2) by reserving a right of appeal to Parliament on questions of policy. As to the composition of the sanctioning authority, the Committee are strongly of opinion that it should be composed of men with general experience of affairs and broad, common-sense views, and they lay great stress on the principle that it should, like the Parliamentary Committee, be able to arrive at a generally satisfactory decision on the merits of the individual scheme in all its aspects, and that it should not tend to develop a policy of its own or fall into stereotyped methods of decision. And though they do not propose to exclude eminent professional men from the general panel, yet experts, *as such*, should not be appointed to it; and this upon the ground that their decisions should proceed upon broad lines and be based on a broad view of the pertinent facts in evidence. Moreover, they think it essential that the commissioners on an inquiry should have the fullest discretion as to costs, and should, by means of ordering one party to pay the costs of another, be in a position to discourage any unreasonable opposition or any unreasonable refusal to yield to opposition. Parliamentary committees can, as a rule, only award costs if they unanimously consider the action of parties to be "frivolous or vexatious," and the Committee attach great importance to giving a fuller power in this respect; and they propose that the commissioners should have power to control generally the procedure before them.

It is proposed that the members of the general panel, constituting the sanctioning authority, should be selected annually by a Joint Parliamentary Selection Committee of the two Houses, who should also appoint for each session a special panel of chairmen to preside at inquiries (except those of minor importance entrusted to a single commissioner), and to be generally responsible for the normal work and arrangement of the sanctioning authority. They also suggest that a chairman for the whole authority, or chief commissioner, should be appointed from amongst the members of the two Houses at the commencement of a new Parliament, for the life of that Parliament.

A matter of considerable importance is the retention of Parliamentary control over the decisions of the sanctioning authority where questions of policy are involved. By a "question of policy" the Committee mean "a real question of principle, as distinct from questions of fact or the general merits of any particular scheme upon which the decision of the commissioners at the inquiry would be final. But the phrase is an elastic one, and it would be necessary to provide some means of determining when a question of policy is involved. It is proposed that, (a) in the case of a scheme by a Government department, the department itself should be allowed to appeal to Parliament if a reasoned certificate is given by the responsible Minister that a question of policy is involved, and (b) in other cases the determination should rest with the three Chairmen, that is, the Lord Chairman, the Chairman of Ways and Means, and the Chairman of the sanctioning authority (or chief commissioner). And to diminish the present expense and delay of Parliamentary private Bill procedure, it is suggested that an amendment should be made in the Standing Orders, whereby (for this purpose) a scheme upon which the decision of the commissioners is challenged should be embodied in a Bill which should be deemed in each House to have "passed through all the stages up to and including Committee" (see Private Legislation Procedure (Scotland) Act, 1899, s. 7 (2)); so that it might be at once re-committed to a Select Committee of both Houses.

The Committee also recommend that the creation of the new sanctioning authority should not abrogate the constitutional right of promoting schemes by private Bills; and in the case of certain large schemes affecting wide interests, and almost certainly involving some question of policy, promotion by means of a private Bill would still, probably, be the most economical course. But the application would in all cases be made in the first instance to the sanctioning authority, and the procedure would be by private Bill where the promoters expressed in their application a desire to that effect, and the three Chairmen certified that the scheme was of such a character as to justify this procedure.

As to the machinery of the sanctioning authority, the Committee, while particularly wishing to avoid anything like the creation of a new Government department, the staff of which might arrogate to itself functions proper to existing departments, or formulate indirectly a stereotyped policy of its own, recognize that there must be a secretariat and regular staff to conduct routine work, and the chief commissioner, since

his duties would be extremely onerous, should receive a substantial salary; but the other commissioners should receive only their out-of-pocket expenses, or, if any regular payment were found necessary, it should take the form of a daily fee for attendance on local inquiries or at the office of the sanctioning authority. It is also proposed that there should be appointed each year panels of expert surveyors, engineers, architects, &c., of high standing, from which a selection could be made of professional experts suitable to act as independent witnesses for the sanctioning authority at public inquiries. As to procedure, the Committee recommend that it should be simple and expeditious, and should allow of schemes being brought forward at any time of the year, and should provide for a decision being given without delay. A specimen procedure is outlined under which an order giving possession of necessary land in a straightforward case might ordinarily be made within a few weeks of the original application, and the delays incidental to the formalities of the present system for statutory or provisional orders in simple cases might be eliminated. In more complicated or contentious cases, involving full public inquiry, the necessary processes antecedent to obtaining possession of the land should be completed by an order of the sanctioning authority within two or three months of the original application, as compared with the delays of two or three years which not infrequently arise under existing procedure in the case of strongly opposed Provisional Orders or private Bills. For the outline of the proposed scheme of procedure, which is arranged in twelve clauses, we must refer to the Report.

Of equal importance with the constitution of the sanctioning authority is the mode of assessing compensation. This, it is proposed, should be a separate proceeding from the decision of the commissioners, which would be confined to the merits of the scheme and its financial feasibility. "We are convinced," the Committee say, "that the various tribunals under the Lands Clauses Acts, namely, jury, arbitrators, and magistrates, should be abolished, and that all the jurisdictions now exercised by them should be transferred to new tribunals of a simple type, which should deal with the assessment of compensation in all cases where the parties themselves do not agree on the appointment of an independent arbitrator." But the fuller consideration of the appropriate constitution and procedure of the assessment tribunal, with the question of the proper standard of assessment, is reserved for a further report.

The present Report deals with other matters affecting the work of the proposed sanctioning authority, including certain distinctions, according as the applications for compulsory powers are made by local authorities, Government departments, or private companies and promoters; and it also touches on the question of the acquisition of land for public purposes by agreement. In this latter connection it is pointed out that certain Government departments, whose ordinary and recognized official duties necessarily involve the acquisition of land, have, nevertheless, no general power to acquire land by agreement, or even to hold land at all. Thus, when a stud farm was purchased out of public funds for the purpose of improving the standard of horse-breeding in the country generally, the Board of Agriculture had no power to acquire the land, and it had to be conveyed to the War Office. It is proposed that general power should be conferred on Government departments to purchase by agreement and hold land for purposes incidental to the discharge of their ordinary duties, while at the same time the obligation should be maintained of applying to Parliament for special powers in respect of any large or novel development of departmental policy. But the present Report does not deal with the same question as regards local authorities or statutory companies.

The Report concludes with a full summary of its recommendations. If it is followed by the necessary legislative changes, it will produce a very considerable simplification in existing procedure for the compulsory acquisition of land, without, so far as we can judge, materially impairing existing safeguards against oppressive action. It is also interesting as shewing the very thorough and able way in which the Committee are performing their task.

Books of the Week.

War.—The Law Relating to Trading with the Enemy, together with a Consideration of the Civil Rights and Disabilities of Alien Enemies and of the Effect of War on Contracts with Alien Enemies. By Charles Henry Huberich, J.U.D., D.C.L., LL.D., of the United States Supreme Court Bar, formerly Professor of Law in the Leland Stanford Junior University. Baker, Voorhis, & Co., New York. $5.00.

Canada Law Journal, February, 1918. Canada Law Book Co. (Limited), Toronto, Canada.

Juridical Review, March, 1918. W. Green & Son (Limited).

Case and Comment, March, 1918. The Lawyers' Co-operative Publishing Co., Rochester, New York.

Correspondence.

Agricultural Tenancies.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The tenants of the great majority of houses in the kingdom are protected by emergency legislation against having their tenancies put an end to during the war and for six months afterwards. Nothing, however, has been done for the tenant farmers, who, with greater reason, require protection in the national interest, but who are being given notice to quit by the hundred. This is being done so that their landlords may sell their farms and realise big prices. It is a grave scandal that the farmers, who are producing food, should be disturbed as they have not been disturbed for generations. Most are yearly tenants, and this fact puts it in the power of their landlords to make an oppressive use of their legal rights. — Arthur C. Dowding.

14, South-square, Gray's Inn, London, W.C. 1,
28th March.

Mortgagees in Possession and the Courts (Emergency Powers) Act.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the article on "The New Courts (Emergency Powers) Rules," published in your issue of 26th January last, it is stated that the Courts (Emergency Powers) (No. 2) Act, 1916, "strengthened the provisions of paragraph (b)"—*i.e.*, remedies which a creditor can exercise himself, such as distress, re-entry, and such—"in respect of mortgages, save mortgages of personalty as to which they were relaxed."

Now, the Courts (Emergency Powers) (No. 2) Act, 1916, provides section 1 (1) (c) that the expression "a mortgagee in possession" in sub-section (1) of section 1 of the Courts (Emergency Powers) Act, 1914, shall not include a mortgagee of property other than land or some interest in land, except in any case where the power of such had arisen and notice of intended sale had been given prior to the 4th August, 1914. The effect of this provision in the Act of 1916, I should have said, clearly was that a mortgagee of personalty, unless in possession, and unless, also, the power of sale in his mortgage had arisen prior to 4th August, 1914, and he had given notice of his intention to sell before that date, could not exercise his remedies under his mortgage deed, except with the leave of the Court obtained under the Courts (Emergency Powers) Act, 1914. I confess, therefore, that I do not understand the passage in the article above referred to as to the provisions being relaxed in the case of mortgages of personalty. It appears to me that the Act of 1916 has, except in the case specified, taken away from a mortgagee of personalty the exception in favour of a mortgagee in possession contained in section (1) (1) (b) of the Act of 1914. This may be the meaning which the writer of the article intended to convey, but, if so, he has expressed himself in a somewhat ambiguous manner. Conveyancer.

8th March.

[We are obliged for our correspondent's criticism of the words we used. The object of the second part of clause (c) of section 1 (1) of the Act (No. 2) of 1916 was to overrule *Ziman's case* (1915, 2 K. B. 163) and make it necessary for a mortgagee of personalty to get permission to sell notwithstanding he had gone into possession before 4th August, 1914. The word "relaxed" was a slip.—Ed. *S.J.*]

The death has taken place at Windsor of Mr. James Herbert, in his eighty-eighth year. Mr. Herbert was born at Eton, and was for sixty-three years at the Windsor County Court Office, latterly as chief clerk and high bailiff. His health having failed, he retired from the position a little over six years ago. He served under five registrars. In 1866 he was appointed bailiff to Windsor Corporation.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

***Re* FRANCKE & RASCH (Enemy Firm). Younger, J. 26th February.**

WAR—BILL DRAWN BY ENEMY FIRM PAYABLE IN GERMANY—GERMAN EMERGENCY LEGISLATION—POSTPONEMENT OF THE DATE—FORFEITURE OF INTEREST—TRADING WITH THE ENEMY AMENDMENT ACT, 1916 (5 & 6 GEO. 5, C. 105), S. 1, SUB-SECTIONS 1-4.

The law of the country where a bill is payable must, when the holder relies on his contract with the maker, fix, as between them for all purposes, the due date of the bill.

Accordingly, when, under the German emergency legislation, the maturity of bills was postponed "until further notice," and interest between the original due date and the end of the postponement of payment was forfeited, the result was that the due date of bills payable in Germany after the outbreak of the war had not yet arrived.

Rouquette *v.* Overmann (1875, *L. R.* 10 *Q. B.* 525) *applied.*

Although the penal forfeiture of interest against the British might be not conformable to the law of nations (see Re Fried Krupp Actien Gesellschaft, 1917, 2 *Ch.* 188), *yet German legislation provided for the postponement of the payment of the bills of all creditors, whether British or not, outside Germany, and accordingly that case could not be applied so as to put the British in a better position than neutrals.*

This was a summons by the controller of an enemy firm, asking for directions as to whether he ought to admit certain claims in the winding-up. The business was that of coffee merchants exporting to Germany and other countries, and payment was made by bills drawn by the firms on the foreign consignees and accepted by them, and the bills when accepted were sold and collected by the purchasers from the firm. A controller was appointed under the Trading with the Enemy Amendment Act, and Martin's Bank (Limited) claimed in the winding-up in respect of certain bills purchased by them before the outbreak of war, and being overdue according to their tenor and payable in Germany, and alleged to be unpaid. There were two classes. Those sent to Germany to the agents for collection, payable before the war, but never returned, class 1 (a), and those sent to Germany for the same purpose and payable after the outbreak of war, class (1) b, and lastly (2) those accepted in Germany before the war, purchased before the war, and payable after the war, and still held by Martin's Bank.

YOUNGER, J., in the course of a long, considered judgment, said: There is no evidence that the bills 1 (a) are unpaid, and the claim as to them fails. As to the other bills, none have been presented for payment, and their due dates according to the tenor have passed. The bank's claim at the bar was for their value at their respective due dates, or alternatively on 30th April, 1915, to which date payment was postponed by German legislation—with interest thereafter on the values till payment. The controller insists that the claims shall be rejected altogether, on the ground that they are not present debts or liabilities within section 1, sub-sections 3 and 4, of the Act. I agree that the claims can only be admitted so far as they would have justified a demand for a present payment if there had been no winding-up: see *Re Dieckmann* (1918, W. N. 3). That, however, does not affect the bank's main claim, which is to recover the moneys which they said the acceptors ought to have paid, with interest. That is to say, a demand, if well founded, for the payment of a present debt. I think this is a case in which, under section 46, sub-section 2 (a), of the Bills of Exchange Act, 1882, presentment of the bills may properly be dispensed with. But the controller contends that nevertheless section 72, sub-section 5, as affected by German emergency legislation, is an answer to the bank's claim. Under that sub-section the due date of the bills was determined by the law of the place where they were payable; therefore, the controller contended, according to German emergency legislation. And the effect of that legislation was that by a penal ordinance of 30th September, 1914, directed against Great Britain and her Dependencies, maturity of the bills was postponed "until further notice," and interest between the original due date and the end of the postponement was forfeited, the result being that the due date had not yet arrived. There is great similarity between this case and *Rouquette* v. *Overmann* (*supra*), but the bank distinguishes it on the ground that the German ordinance being penal and not conformable to the law of nations in its cancellation of interest (see *Re Fried Krupp Actien-Gesellschaft*, *supra*), would not be recognized in English courts, and the due dates must be deemed to have passed, and the bills already dishonoured. An answer to this appears to be found in the fact that under the German legislation bills of all creditors, whether British or not, outside Germany, were postponed, and were precluded from being enforced against the acceptors irrespective of the penal ordinance of 30th September, 1914, and the mere existence of that penal ordinance forfeiting the interest in the case of British holders cannot put the bank in a better position than it would have been in if it had been Dutch or any other neutral. But there is a broader ground for deciding against the bank's claim. Assuming that the Court must refuse altogether to recognize the ordinance when it is the only defence to a claim against a German debtor on a German contract, the bank's claim is not against the German acceptor. The ordinance is effective for the present to postpone the date of payment; the maker of a bill does not ordinarily guarantee to the holder payment by the acceptor of anything that by the law of his country he is bound to pay, and the fact that war has supervened between Great Britain and Germany does not alter the position. The law of the country where a bill is payable must, where the holder relies on his contract with the maker, fix as between them for all purposes the due date of the bill. The result is that the controller must reject the bank's claim.—COUNSEL, *Sheldon; Sir Gordon Hewart*, S.-G.; *Austen-Cartmell; Douglas Hogg*, K.C., and *F. K. Archer; Galbraith*. SOLICITORS, *Routh, Stacey, & Castle; Solicitor to Board of Trade; Waterhouse & Co.; Smith, Rundell, Dods, & Bockett.*

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

REVILL *v.* BETHELL. Div. Court. 19th March.

EMERGENCY LEGISLATION—JURISDICTION OF COUNTY COURT—ASSIGNEE OF LEASE—APPLICATION TO DETERMINE LEASE—RELIEF FROM ARREARS OF RENT AND PAST BREACHES OF COVENANT—RELIEF OF LESSEE FROM LIABILITY ON ORIGINAL LEASE—COURTS (EMERGENCY POWERS) (AMENDMENT) ACT, 1916 (6 & 7 GEO. 5, C. 13), S. 2.

An applicant for relief under section 2 of the Courts (Emergency Powers) (Amendment) Act, 1916, was the assignee of a lease; and the lessor and lessee were duly brought before the court by notice. The county court judge made an order (1) *authorising the assignee to give notice determining the tenancy from a date prior to the order, and relieving him from liability for arrears of rent and breaches of covenant before the determination of the lease;* (2) *relieving the original lessee from liability under the lease.*

Held, that the county court judge had jurisdiction to make the order under section 2 of the Courts (Emergency Powers) (Amendment) Act, 1916.

Tozer *v.* Viola (62 SOLICITORS' JOURNAL, 86; 1918, 1 *Ch.* 75) *discussed and distinguished.*

Appeal from Bow County Court. This was an application under section 2 of the Courts (Emergency Powers) (Amendment) Act, 1916, by one George Revill, a dentist, who had been called up as a soldier, for leave to determine the tenancy of premises held by him under a lease from Sir John Bethell, the respondent to the application. Revill was the assignee of the lease, which was granted in 1904 for eighteen years to William John Tiltman. Tiltman assigned the lease to the applicant Revill in 1910. The application to the court was made on 13th July, 1917, Sir John Bethell and Tiltman being represented before the judge; and on 25th September, 1917, the judge made an order determining the lease from 24th June, 1917, on the condition that the applicant Revill should pay to the respondent Bethell the rent due for the premises to 25th March, 1917, and that no action should be brought by any person against any other person or persons for the breach of any covenants contained either in the lease or the assignment. Liberty was given to the respondent to sue Tiltman for the quarter's rent from 25th March, 1917, to 24th June, 1917, if the respondent thought he had the right to do so. Sir John Bethell now appealed from this order on the grounds that the county court judge had no jurisdiction to authorize the applicant (1) to give a retrospective notice to determine the tenancy; (2) to relieve the applicant from payment of arrears of rent; (3) to deprive the appellant of his right of action against the applicant and Tiltman for breaches of covenant before the determination of the lease; (4) to relieve Tiltman of his liabilities under the lease. Section 2 of the Courts (Emergency Powers) (Amendment) Act, 1916, under which the application was made, is as follows:—Any officer or man of His Majesty's forces who is the tenant of any premises, held on a tenancy from year to year, or for any longer period, may apply to the county court . . . for the district in which he usually resides, or in which such premises are situate . . . for leave to determine the tenancy, and, upon such application being made, the court may, in its absolute discretion, after considering all the circumstances of the case and the position of all the parties, by order authorize the applicant to determine the tenancy by such notice and upon such conditions as the court thinks fit, and thereupon such tenancy may, notwithstanding any provision in the tenancy agreement or lease, be determined accordingly.

AVORY, J., in a written judgment, said that it had been contended on the part of the appellant that the county court judge had no jurisdiction to make such an order as he had made on two grounds: (1) That he had no jurisdiction to determine on such an application the liability of the lessee Tiltman under the lease; (2) that he had no jurisdiction to determine the liability of the tenant Revill for arrears of rent and past breaches of covenant; and it was also contended that the words in section 2 of the Act, "upon such conditions as the court thinks fit," should be construed as limited to conditions imposed on the tenant, and to be fulfilled by him. In support of these contentions there was quoted the decision of the Court of Appeal in *Tozer* v. *Viola* (62 SOLICITORS' JOURNAL, 86; 1918, 1 Ch. 75); *Hill* v. *East and West India Dock Co.* (32 W. R. 925, 9 A. C. 448); and *Attorney-General* v. *Cox* (3 H. L. Cas. 240). In his opinion the only point decided in the Court of Appeal in *Tozer* v. *Viola* (*supra*) was that in a case where the order of the county court, made under this section, provides in terms that it shall not affect the respective rights and liabilities of the lessor and lessee, then those rights and liabilities are not affected, and the county court judge has power to make such an order. The case of *Hill* v. *East and West India Dock Co.* (*supra*) was a decision under section 23 of the Bank-

ruptcy Act, 1869, and, although it was quoted by Swinfen Eady, L.J., in *Tozer* v. *Viola* (*supra*) as having a bearing on the particular case, he did not think the learned Lord Justice meant to say that there was a complete analogy between the two statutes, or that the decision in that case would prevent the making of such an order as that made in the present case. In *Attorney-General* v. *Cox* (*supra*), at p. 275, it was laid down as a general proposition of law that the personal covenant was independent of the estate in the property, and was not affected by its surrender or determination; but the question they had to decide in this case was in what respect, and to what extent, the law had been altered by this emergency statute, the manifest object of which was to alter the existing law. On behalf of the respondent it was contended that the words of section 2 of the Act: "The court may in its absolute discretion, after considering all the circumstances of the case, and the position of all the parties," empower the court to adjudicate upon the liabilities of the lessee under the lease, and also the liabilities of the tenant for arrears of rent and past breaches of covenant; and certain observations were relied on made by Warrington, L.J., in the Court of Appeal in *Tozer* v. *Viola* (*supra*), pp. 88 and 89, and these, in his opinion, supported that contention. If the county court judge was to take into consideration the position of all the parties, and they were represented before him, he could see no reason why he should not adjudicate upon the rights and liabilities as between all the parties; and the appellant did not contend that the county court judge could not relieve the soldier-tenant from his covenant as assignee to indemnify the original lessee against the rent and covenants contained in the lease; otherwise the relief granted to the tenant would be illusory, and there might be cast upon the lessee an unexpected and unjust burden. He did not see any reason why the conditions upon which the tenancy was to be determined should be limited to conditions onerous to the tenant, nor why they should not include relief from arrears of rent and past breaches of covenant in a case where the circumstances justify it in the view of the county court judge. In his opinion the county court judge had jurisdiction to make the order, and the appeal would be dismissed.

SALTER, J., concurred.—COUNSEL, *Hogg*, K.C., and *Cartwright Sharp*, for the appellant; *Giveen*, for Tiltman, the lessee; *G. W. H. Jones*, for Revill, the tenant. SOLICITORS, *Pearce, Foster & Smith*; *Gard, Lyell & Co.*; *Bishop & Fenton-Jones*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

BARFORD v. BARFORD AND MACLEOD. Horridge, J. 13th March.

DIVORCE—HUSBAND'S SUIT—MARRIAGE IN URUGUAY—PROOF OF MARRIAGE BY MEMBER OF THE BAR OF CENTRAL AMERICAN STATES.

In a case where no Uruguayan lawyer was available to give evidence as to the validity of a marriage celebrated in Uruguay, the Court admitted the evidence of a member of the Bar of neighbouring Central American States who was entitled to be called to the Bar of Uruguay if he chose.

This was the husband's petition for dissolution of his marriage on the ground of his wife's adultery. The facts of the case were of no interest, but the marriage had taken place at Monte Video, in the Republic of Uruguay, on 14th November, 1908. There had been a civil marriage and also a religious ceremony. Counsel for petitioner said there was no Uruguayan lawyer available to give evidence as to the validity of the marriage, but called Dr. de Barrios to prove the marriage, who said that he was a member of the Bars of England, Mexico, Madrid, Bolivia, and Peru. By a Treaty of Monte Video, dated 4th February, 1899, he was entitled as of right to be called to the Bar of Uruguay. He had studied the laws of the Spanish-speaking countries of Central America, and was acquainted with the laws of Uruguay. The civil marriage was recorded in what was known as "The Family Book," which was produced. The entry in that book would be accepted in the courts of Uruguay as evidence of a valid marriage in that country. There had been a religious ceremony also at the British Church at Monte Video. Counsel cited *Cooper-King* v. *Cooper-King* (1900, P. 65) and *Wilson* v. *Wilson* (1903, P. 157).

HORRIDGE, J., admitted the evidence of Dr. de Barrios as proof of the validity of the marriage in Uruguay.—COUNSEL, *Le Bas*, for petitioner; *Bayford* for respondent; *Tyndale*, for co-respondent. SOLICITORS, *Woodham, Smith, & Borrodaile*, for *J. A. Morris Bew*, Chichester, for petitioner; *Downing, Handcock, Middleton & Lewis*, for co-respondent.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

The Woking magistrates refused last Saturday to make an order for ejectment in the case of the tenant of a house which has recently been sold. The tenant stated that he had searched unsuccessfully for rooms over a radius of twenty miles. He had a son at the front and another in a munition works, and he was carrying on the business of a tradesman now serving in the Army, which would have to be closed down if he were ejected.

New Orders, &c.

Colonial Stock Act, 1900

(63 & 64 Vict. c. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice, that the provisions of the Act have been complied with in respect of the undermentioned stock, registered or inscribed in the United Kingdom:—

New South Wales Government 5½ per Cent. Inscribed Stock (1922-32).

The restrictions mentioned in section 2, sub-section (2) of the Trustees Act, 1893, apply to the above Stock. (See Colonial Stock Act, 1900, section 2.)

County Courts (Emergency Powers) Rules.

(*Continued from page* 407.)

APPENDIX.

1.

NOTICE OF APPLICATION FOR LEAVE TO PROCEED UNDER PARAGRAPH (*a*), WHERE JUDGMENT OR ORDER NOT YET ENTERED OR MADE.

The Courts (Emergency Powers) Acts, 1914 to 1917.

In the County Court of holden at

No. of Plaint.

Between

A.B. Plaintiff

and

C.D. Defendant.

TAKE NOTICE, that on the entry of any judgment or the making of any order in this action [*or* matter] for the payment or recovery of a sum of money by or from you the Defendant I [*or* we] intend without any further notice to apply to the Court under the Courts (Emergency Powers) Acts, 1914 to 1917, for leave to proceed to execution on or otherwise to the enforcement of such judgment or order,

and for an order providing for the costs of the application.

[*Or, where a default summons has been issued, and a notice in the above form has not been served therewith, and notice of intention to defend has not been given, or leave to defend has not been obtained,*

TAKE NOTICE, that I [*or* we] intend to apply to the Court at the office of the Registrar situate at on the day of , 19 , at the hour of in the noon, to have judgment entered up in this action.

AND FURTHER TAKE NOTICE, that I [*or* we] intend at the time and place above mentioned to apply without any further notice to the Court under the Courts (Emergency Powers) Acts, 1914 to 1917, for leave to proceed to execution on or otherwise to the enforcement of such judgment, and for an order providing for the costs of the application.]

Dated this day of , 19 .

Plaintiff.

[*or*

Plaintiff's Solicitor.]

To the Registrar of the Court, and
To the Defendant (*naming him*)

NOTE.—The effect of the Courts (Emergency Powers) Act, 1914, is that execution on or the enforcement of any judgment or order which may be entered or made against you the Defendant in this action [or matter] may be stayed if the Court is of opinion that you are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war. It is for you to attend in person or by your solicitor at the hearing of this action [*or* matter] [*or* at the time and place above mentioned] and satisfy the Court that a stay should be granted.

Further, in the case of an officer or a man of His Majesty's Forces, the Courts (Emergency Powers) (Amendment) Act, 1916, as extended by section eight of the Courts (Emergency Powers) Act, 1917, provides that the Principal Act shall apply to any sum of money due and payable in pursuance of a contract made before the 11th day of April, 1916, whether such contract was made before or after the beginning of the 4th day of August, 1914, or in pursuance of a contract made before the officer or man joined His Majesty's Forces, and that the discretion of the Court may be exercised although the debtor's inability to pay may not be due to circumstances attributable directly or indirectly to the present war. If you desire to take advantage of either of these Acts you should attend in person or by your solicitor and satisfy the Court that its discretion should be exercised in your favour.

2.

NOTICE TO BE SERVED ON DEBTOR WITH COPY OF GARNISHEE SUMMONS.
The Courts (Emergency Powers) Acts, 1914 to 1917.

In the County Court of holden at

No. of Plaint.
No. of Application.

Between

A.B. Plaintiff

and

C.D. Defendant.

and

M.N. Garnishee.

TAKE NOTICE, that the garnishee summons, a copy of which is hereto annexed, was issued on the day of 19 , and served on the day of 19 .

And that I [*or* we] intend to apply under the Courts (Emergency Powers) Acts, 1914 to 1917, to the Court on the day of at the hour of in the noon, on the hearing of the said summons, for an order that I [*or* we] may be at liberty to proceed to the enforcement of the judgment given [*or* order made] against you the Defendant on the day of , 19 , in the above mentioned action, by means of an order on M.N., the garnishee named in the said summons, to pay to me [*or* us] the debt alleged to be due from the garnishee to you, or so much thereof as may be sufficient to satisfy the sum due to me [*or* us] from you under the said judgment [*or* order], with the costs of the garnishee proceedings, and of the application and this notice.

AND FURTHER TAKE NOTICE, that if you have any cause to show why the Court should not make an order according to my [*or* our] intended application, you must appear at this Court on the day and at the time above mentioned and show such cause accordingly.

Dated this day of , 19 .

Plaintiff.

[*or*

Plaintiff's Solicitor.]

To the Registrar of the Court, and
To the Defendant (*naming him*).

NOTE.—The effect of the Courts (Emergency Powers) Act, 1914, is that execution on or the enforcement of the judgment or order in question may be stayed if the Court is of opinion that you the Defendant are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war. It is for you to attend in person or by your solicitor at the time and place above mentioned and satisfy the Court that a stay should be granted.

Further, in the case of an officer or a man of His Majesty's Forces, the Courts (Emergency Powers) (Amendment) Act, 1916, as extended by section eight of the Courts (Emergency Powers) Act, 1917, provides that the Principal Act shall apply to any sum of money due and payable in pursuance of a contract made before the 11th day of April, 1916, whether such contract was made before or after the beginning of the 4th day of August, 1914, or in pursuance of a contract made before the officer or man joined His Majesty's Forces, and that the discretion of the Court may be exercised although the debtor's inability to pay may not be due to circumstances attributable directly or indirectly to the present war. If you desire to take advantage of either of these Acts you should attend in person or by your solicitor and satisfy the Court that its discretion should be exercised in your favour.

3.

NOTICE OF APPLICATION FOR LEAVE TO PROCEED UNDER PARAGRAPH (*a*) (OTHERWISE THAN BY JUDGMENT SUMMONS OR GARNISHEE SUMMONS), WHERE JUDGMENT OR ORDER ALREADY ENTERED OR MADE.
The Courts (Emergency Powers) Acts, 1914 to 1917.

In the County Court of holden at

No. of Plaint.
No. of Application.

Between

A.B. Plaintiff

and

C.D. Defendant.

TAKE NOTICE, that I [*or* we] intend to apply under the Courts (Emergency Powers) Acts, 1914 to 1917, to the Court [*where application is intended to be made to the Registrar at his office, add,* at the office of the Registrar situate at] on the day of , 19 , at the hour of in the noon, for an order that I [*or* we] may be at liberty to proceed to execution on the judgment given [*or* order made] against you the Defendant in this action [*or* matter] on the day of , 19 , for the payment of the sum of £ and £ costs,

[*or, if the application is for the enforcement of the judgment or order otherwise than by way of execution,*

for an order that I [*or* we] may be at liberty to proceed to the enforcement of the judgment given [*or* order made] against you the Defendant in this action [*or* matter] on the day of , 19 , for the payment of the sum of £ and £ costs, by

(*state the proceeding which the applicant desires to take*)

] and for an order providing for the costs of the application.

Dated this day of , 19 .

Plaintiff.

[*or*

Plaintiff's Solicitor.]

To the Registrar of the Court, and
To the Defendant (*naming him*)

NOTE.—The effect of the Courts (Emergency Powers) Act, 1914, is that execution on or the enforcement of the judgment or order in question may be stayed if the Court is of opinion that you the Defendant are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war. It is for you to attend in person or by your solicitor at the time and place above mentioned and satisfy the Court that a stay should be granted.

Further, in the case of an officer or a man of His Majesty's Forces, the Courts (Emergency Powers) (Amendment) Act, 1916, as extended by section eight of the Courts (Emergency Powers) Act, 1917, provides that the Principal Act shall apply to any sum of money due and payable in pursuance of a contract made before the 11th day of April, 1916, whether such contract was made before or after the beginning of the 4th day of August, 1914, or in pursuance of a contract made before the officer or man joined His Majesty's Forces, and that the discretion of the Court may be exercised although the debtor's inability to pay may not be due to circumstances attributable directly or indirectly to the present war. If you desire to take advantage of either of these Acts you should attend in person or by your solicitor and satisfy the Court that its discretion should be exercised in your favour.

4.

ORDER ON APPLICATION UNDER PARAGRAPH (*a*).
The Courts (Emergency Powers) Acts, 1914 to 1917.

In the County Court of holden at

No. of Plaint.
No. of Application.

Between

A.B. Plaintiff

and

C.D. Defendant.

On the application of [*add, if so,* and upon hearing the Defendant]

It is ordered that the Plaintiff be at liberty to proceed to execution on the judgment given [*or* order made] against the Defendant in the above-mentioned action [*or* matter] on the day of , 19 , for the payment of the sum of £ and costs;

[*or* It is ordered that the Plaintiff be at liberty to proceed to the enforcement of the judgment given [*or* order made] against the Defendant in this action [*or* matter] on the day of , 19 , for the payment of the sum of £ and costs, by issuing the order of commitment made on the day of , 19].

And it is ordered that the Plaintiff be allowed the sum of £ for the fees and costs of this application, and that the said sum be added to the costs of the proceedings hereby authorized to be taken.

[*Add, if so ordered*—

And it is further ordered that the warrant of execution [*or* order of commitment] shall not be put in force if the sum mentioned below be paid into Court on or before the day of , 19 [*or* by instalments of £ for every days, the first payment to be made on the day of , 19].]

Dated this day of , 19 .

Registrar.

Amount payable under the judgment [*or* order] ... ... £
Costs of this application ... ... £
£

To the Defendant.

5.

SUMMONS UNDER PARAGRAPH (*b*).

In the County Court of holden at
In the Matter of the Courts (Emergency Powers) Acts, 1914 to 1917.
No. of Application.

Between

A.B. Applicant
(*address and description*)

and

C.D. Respondent.
(*address and description*)

To

of

TAKE NOTICE, that you are hereby summoned to attend this Court [*or if the application is intended to be made to the Registrar*, at the office of the Registrar of this Court situate at] on the day of , 19 , at the hour of in the noon, on the hearing of an application on the part of of that notwithstanding the provisions of section 1, sub-section 1 (*b*), of the Courts (Emergency Powers) Act, 1914, as amended by section 1 of the Courts (Emergency Powers) (No. 2) Act, 1916, the applicant may be at liberty to exercise the following remedy for the purpose of enforcing the payment or recovery of a sum of money due from you to the said [*or* in default of the payment or recovery of a sum of money due from you to the said], that is to say:

[*here state the remedy which the applicant desires to enforce, according to examples in Schedule*]

and for an order providing for the costs of the application.

Dated this day of , 19 .

By the Court
Registrar.

NOTE.—The Courts (Emergency Powers) Act, 1914, as amended by section 1 of the Courts (Emergency Powers) (No. 2) Act, 1916, provides that during its operation certain remedies for the payment or recovery of money, or in default of the payment or recovery of money (including the remedy above mentioned), are not to be exercised except upon application to the Court, and that if on any such application the Court is of opinion that time should be given to the person liable to make the payment on the ground that he is unable immediately to make the payment by reason of circumstances attributable directly or indirectly to the present war, the Court may, in its absolute discretion, after considering all the circumstances of the case and the position of all the parties, by order defer the exercise or operation of any such remedies for such time and subject to such conditions as the Court thinks fit.

If you desire to take advantage of the Act you should attend in person or by your solicitor at the time and place above mentioned and satisfy the Court that its discretion should be exercised in your favour.

Further, in the case of an officer or a man of His Majesty's Forces, the Courts (Emergency Powers) (Amendment) Act, 1916, as extended by section eight of the Courts (Emergency Powers) Act, 1917, provides that the Principal Act shall apply to any sum of money due and payable in pursuance of a contract made before the 11th day of April, 1916, whether such contract was made before or after the beginning of the 4th day of August, 1914, or in pursuance of a contract made before the officer or man joined His Majesty's Forces, and that the discretion of the Court may be exercised although the debtor's inability to pay may not be due to circumstances attributable directly or indirectly to the present war. If you desire to take advantage of either of these Acts you should attend in person or by your solicitor and satisfy the Court that its discretion should be exercised in your favour.

If you do not attend either in person or by your solicitor at the time and place above mentioned such order will be made and proceedings taken as the Court may think just and expedient.

SCHEDULE.

(*a*) That the said may be at liberty to levy a distress for rent amounting to due from you to him on premises situate at and known as ; *or*

(*b*) that the said may be at liberty to take, resume or enter into possession of certain chattels held by you under a hire-purchase agreement, dated the day of , 19 , made between the said and you the said ; *or*

(*c*) that the said may be at liberty to take, resume or enter into possession of certain property situate at and known as (*describing the same*) mortgaged by you to him by an indenture of mortgage dated the day of , 19 ; *or*

(*d*) that the said may be at liberty to appoint a receiver of the rents and profits of certain property situate at and known as (*describing the same*) mortgaged by you to him by an indenture of mortgage dated the day of , 19 ; *or*

(*e*) that the said may be at liberty to institute proceedings for foreclosure or for sale in lieu of foreclosure in respect of certain property situate at and known as (*describing the same*) mortgaged by you to him by an indenture of mortgage dated the day of , 19 , and to exercise any right or power which he may have as mortgagee under the said indenture for the purpose of realizing his security; *or*

(*f*) that the said may be at liberty to exercise his right of re-entry on certain property situate at and held by you under him; *or*

(*g*) that the said may be at liberty to forfeit a deposit of £ made by you under a contract made between him and you (*state date and nature of contract*) ; *or*

(*h*) that the said may be at liberty to enforce the lapse of a certain policy of insurance for the sum of £ granted to you by the said

[*or as the case may be*].

(To be continued.)

War Orders and Proclamations, &c.

The *London Gazette* of 29th March contains the following:—

1. A correction in the list of persons and bodies of persons to whom articles to be exported to China may be consigned.

The *London Gazette* of 2nd April contains the following:—

2. An Order of the Air Council for transferring and attaching officers and men to the Air Force.

3. Notice under the Corn Production Act, 1917, that the Agricultural Wages Board (England and Wales) propose to fix minimum dates of

wages for workmen employed in agriculture for time-work in (1) the area comprising the administrative counties of Northampton and Soke of Peterborough and the county borough of Northampton, and (2) the area comprising the administrative county of Norfolk and the county boroughs of Norwich and Great Yarmouth. In each case the rate is 30s. for 54 hours in the summer and 30s. for 48 hours in the winter (exclusive of meal times). Summer is from the first Monday in March to the last Sunday in October, and winter the rest of the year.

Board of Trade Orders.

THE LIGHTING, HEATING AND POWER ORDER, 1918.

PART I.

Operation and Definitions.

1. This Order shall have effect on and after 2nd April, 1918.

2. Part II. of this Order applies to gas and electricity manufactured or generated within the City and County of London, the Counties of Middlesex, Kent, Surrey, Sussex, Hertford, Huntingdon, Cambridge and the Isle of Ely, Norfolk, Suffolk, Essex, Northampton and the Soke of Peterborough, Bedford, Buckingham, Oxford, Berks, Gloucester, Hampshire and the Isle of Wight, Wilts, Dorset, Somerset, Devon and Cornwall, and to the Counties of Cities or Towns and County boroughs situate therein.

3. Parts III. and IV. of this Order apply to Great Britain.

4. (*a*) The expression "premises" means any place whatsoever other than those mentioned in paragraph 8 hereof on which gas or electricity is consumed, and any portion of premises which is supplied with gas or electricity by a separate connection shall be deemed to be separate premises.

(*d*) "A quarter of a year" means the period between the readings of the meter taken nearest to the common quarter days.

(*c*) Part II. of this Order applies to gas and electricity supplied and consumed for any purpose whatever.

PART II.

Restriction on the Consumption of Gas and Electricity.

5. No person shall consume or cause or permit to be consumed in any one quarter of a year on any premises of which he is the occupier more than five-sixths of the amount of gas or electricity which was consumed on the same premises during the corresponding quarter of the years 1916 or 1917, whichever was the greater; provided that—

(*a*) If the amount consumed on any premises during any quarter of 1916 or 1917 did not exceed the amounts set out in the Schedule hereto against such quarter the occupier may consume in any corresponding quarter the same amount and no more as he consumed in such quarter of 1916 or 1917, whichever was the greater;

(*b*) In any other case an occupier shall not be bound to reduce his consumption in any quarter below the amounts shown for such quarter in the said Schedule.

(*c*) Where between the 25th March, 1917, and the 25th March, 1918, there has been on any premises a material alteration in the apparatus or fittings consuming gas or electricity the undertakers who supply such premises may, and on the application of the occupier thereof shall, assess the amount that may be consumed thereon in each quarter.

In making such assessment the undertakers shall have regard to the amount which might reasonably have been consumed on such premises if the same apparatus or fittings which are on the premises at the time of the assessment had been thereon during the corresponding quarter of the year March 25th, 1917, to March 25th, 1918.

6. Where any person is or becomes the occupier of premises of which he was not the occupier in the corresponding quarter of 1917 the undertakers who supply gas or electricity to such premises shall serve upon the occupier a notice stating the amount consumed upon such premises during each quarter of 1917; and if such premises were unoccupied during any quarter or part of a quarter of the year aforesaid they shall state the estimated amount, calculated on the consumption of similar premises occupied for similar purposes in the neighbourhood which would have been consumed on such premises, and the occupier shall not consume or cause or permit to be consumed more than five-sixths of the amount shown in such notice.

Where any person is dissatisfied with the amounts stated in such notice he may apply to the Board of Trade for an increased consumption, and their decision shall be final.

7. It shall be the duty of all undertakers who supply gas or electricity to report to the Board of Trade any person whose consumption appears to exceed that permitted by this Order, due allowance being made for any difference being made between the dates of the reading of the meter in the quarter under consideration and in the corresponding quarter of 1916 or 1917.

8. Nothing in this part of this Order applies to any premises which are a hospital or which were being conducted as a bona-fide nursing home on 21st March, 1918, while they are so conducted, or to any premises which are or are part of an establishment controlled under the Munitions of War Act, 1915, unless the Minister of Munitions certifies that it is unnecessary that such building should be exempted from the provisions of this Order, or to a railway station, goods yard or premises used in connection with the actual working of a railway, or to premises used for cold storage, or to any place where gas or electricity is manufactured, generated or transformed under statutory powers.

PART III.

Additional Restrictions Applicable to Hotels, Restaurants, Clubs and Places of Entertainment.

[This is the "Curfew Order" which has been published in the daily Press.]

PART IV.

Restriction on Lighting of Shop Fronts.

PART V.

General.

13. *Licences.*]

14. Proceedings for infringements of Part II. of this Order shall not be instituted except by or by the direction of the Board of Trade or the Attorney-General. Before instituting any proceedings the Board of Trade shall call upon the person affected to give an explanation of the apparent excessive consumption, and the Board shall consider any explanation offered. Provided that it shall be assumed in any prosecution, unless the contrary is proved, that such explanation was called for, and if offered considered, before such prosecution was instituted.

15. Part II. of this Order may by notice be extended to apply to gas or electricity manufactured or generated in any place or places in England or Wales other than those mentioned in par. 2 hereof. Such notice shall be signed by the President of the Board of Trade or by a Secretary or Assistant Secretary thereof, and shall be published in the *London Gazette*, and shall fix a date not less than seven days from the date of the publication thereof upon which this Order is to apply to the place or places mentioned in the said notice.

16. *Penalties.*]

17. This Order may be cited as the Lighting, Heating and Power Order, 1918.

The SCHEDULE referred to in Paragraph 5.

Quarter of the Year.	Gas. No. of cubic feet.	Electricity. No. of B.o.t. of Trade units.
25th March to 24th June	3,000	20
24th June to 29th September	3,000	20
29th September to 25th December	3,500	40
25th December to 25th March	3,500	40

26th March. [*Gazette*, 29th March.

THE HOME GROWN TIMBER PRICES ORDER, 1918.

1. As and from the date of this Order, no person shall sell or offer for sale, or purchase or offer to purchase, any timber grown in the United Kingdom at prices exceeding the following:—

(a) For timber standing or felled in the wood the prices set forth in Schedule A hereto annexed.

(b) For timber in the log delivered free on rail or barge at loading station, the prices set forth in Schedule B hereto annexed.

(c) For converted hardwood timber delivered free on rail or barge at loading station the prices set forth in Schedule C hereto annexed.

(d) For converted softwood timber delivered free on rail or barge at loading station the prices set forth in Schedule D hereto annexed.

* * * *

3. The Home Grown Timber Prices Order, 1917 (T. 29185), is hereby revoked, without prejudice to any act or matter done or suffered, or to any prosecution or proceeding instituted or penalty incurred thereunder.

25th March. [*Gazette*, 29th March.

[Schedule of Maximum Prices.]

Ministry of Munitions Order.

THE SUPERPHOSPHATES (AMENDMENT) ORDER, 1918.

1. As on and from the date of this Order until further notice, the maximum prices to be charged or paid for Superphosphate sold or purchased in quantities of 14 lbs. and over but less than 2 cwts. for delivery ex vendor's store or shop, or ex warehouse, railway goods yard or public wharf, shall be the prices specified in the Schedule to the Order relating to Superphosphates made by the Minister of Munitions on the 20th August, 1917, with the addition of the following amounts, according to the quantity of Superphosphate included in the sale or purchase, namely:

Quantity Sold or Purchased and Additional Price Authorized.

1 cwt. and over but less than 2 cwts. ... ... 2s. per cwt.
28 lbs. and over but less than 1 cwt. ... ... 3s. " "
14 lbs. and over but less than 28 lbs. ... ... 4s. " "

and there shall be no restrictions on the price to be charged or paid for Superphosphates sold or purchased in less quantities than 14 lbs. for delivery as aforesaid.

2. The foregoing provisions shall have effect as and by way of amendment of paragraph (c) of clause 1 of the said Order of the 20th August, 1917 [61 SOLICITORS' JOURNAL, p. 711]. And paragraph (d) of clause 1 and clauses 2 and 3 of the said Order shall henceforth apply and have effect as though the additional prices authorized by paragraph 1 of this Order had originally been authorized by paragraph (c) of clause 1 of the said Order of the 20th August, 1917.

3. This Order may be cited as the Superphosphates (Amendment) Order, 1918.

NOTE.—All applications in reference to this Order should be addressed

to the Director of Acid Supplies, Ministry of Munitions, Explosives Supply Department, Storey's Gate, Westminster, S.W. 1, and marked "Fertilisers."

28th March. [*Gazette*, 29th March.

Food Orders.

THE CONDENSED MILK (DISTRIBUTION) ORDER, 1918.

1. *Forms of application, &c., may be prescribed.*]—(*a*) The Food Controller may from time to time prescribe forms of application and other documents to be used for the purpose of obtaining, or for any other purpose connected with Condensed Milk proposed to be distributed or for the time being in the course of distribution by or under the authority of the Food Controller (hereinafter called Condensed Milk). Any such form or document may contain instructions to be observed as to the completion of the form or any other matter.

(*b*) The Food Controller may from time to time issue instructions relating to the distribution, disposal or use of Condensed Milk.

2. *Completion of forms, &c.*]

3. *False statements, &c.*]

4. *Prescribed forms.*]

5. *Interpretation.*]—For the purposes of this Order Condensed Milk shall include Full Cream Sweetened, and Full Cream Unsweetened Condensed Milk, Evaporated Milk and Machine Skimmed Condensed Milk.

6. *Penalty.*]

7. *Title.*]—This Order may be cited as the Condensed Milk (Distribution) Order, 1918.

8th February.

THE CANNED MEAT (MAXIMUM PRICES) ORDER, 1918.

1. *Maximum prices.*]—(*a*) A person shall not on or after the 14th February, 1918, sell or expose for sale or buy or offer to buy any canned meats at prices exceeding the maximum prices for the time being applicable under this Order.

* * * *

3. *Fictitious transactions.*]

4. *Contracts.*]—When any contract subsisting on the 14th February, 1918, for the sale of any Canned Meats provides for the payment of a price exceeding the permitted maximum price, the contract shall stand so far as concerns Canned Meats delivered before the 14th February, 1918, but shall, unless the Food Controller otherwise directs, be avoided so far as concerns Canned Meats agreed to be sold above the permitted maximum price which have not been so delivered.

5. *Exception.*]—This Order shall not apply to a sale of Canned Meats for consumption on the premises of the seller.

* * * *

8. *Title.*]—This Order may be cited as the Canned Meats (Maximum Prices) Order, 1918.

13th February.

[Schedules of Maximum Prices.]

THE LONDON AND HOME COUNTIES (RATIONING SCHEME) ORDER, 1918. DIRECTIONS RELATING TO SELF-SUPPLIERS.

1. There shall be excluded from computation of food consumed:—

(*a*) Meat obtained from rabbits, hares and birds (other than poultry and game) caught or kept in the ordinary course by any member of the household: and

(*b*) One-third of any meat obtained from any game or other wild animal, caught or killed by any member of a household or any employee of such member: and

(*c*) One-third of any meat obtained from any other animal kept in the ordinary course by any member of the household: and

(*d*) One-third of any butter produced from animals kept by any member of the household.

Provided that nothing in sub-clauses (*b*) (*c*) and (*d*) shall authorize consumption of a total quantity of meat or of butter and margarine greater than the prescribed ration by more than one-half.

2. The foregoing provision shall apply only where:—

(*a*) The food is consumed in or about the household where the animal or produce has been caught, kept, killed, or produced, or,

(*b*) The food is consumed by a member of such household usually residing therein during his absence therefrom for not more than four consecutive weeks, or,

(*c*) The food is consumed by an agricultural labourer or any other labourer or employee employed by any member of the household, in or about the holding or premises of the household.

23rd February.

THE FOREIGN HOLDINGS (RETURNS) ORDER, 1918.

1. *Returns of existing foreign holdings.*]—Any person who at the date of this Order has in his possession, custody or control within the United Kingdom any article or any warehouse warrant or other document of title in respect of any article mentioned in the Schedule to this Order which to his knowledge is held on foreign account shall before the 16th March, 1918, furnish a return of the articles so held by him or in respect of which he holds such documents of title and of such other matters as are necessary to complete the prescribed form of return.

2. *Returns of future foreign holdings.*]—Any person into whose possession, custody or control within the United Kingdom any such articles or documents may come after the date of this Order, such articles or documents being to his knowledge held on foreign account, shall within 10 days after the date when such articles or documents so come into his custody, possession or control furnish a return of such articles and of such other matters as are necessary to complete the prescribed form of return.

3. *Forms of return.*]—The returns shall be made on forms to be obtained from and when completed to be returned to the Secretary, Ministry of Food (Statistical Branch), Palace Chambers, London, S.W. 1.

4. *Exceptions.*]—This Order shall not apply to any article or document in respect of which a return has been made to the Public Trustee pursuant to the provisions of the Trading with the Enemy Amendment Act, 1914, or to the Ministry of Food under the Seeds, Nuts and Kernels (Requisition) Order, 1917, the Oils and Fats (Requisition) Order, 1917, the Raw Coffee (Returns) Order, 1917, or the Raw Cocoa (Returns) Order, 1918.

5. *Penalty.*]—Failure to make a return or the making of a false return is a summary offence against the Defence of the Realm Regulations.

6. *Interpretation.*]—For the purposes of this Order, an article or document is deemed to be held on foreign account:—

(i) If by the terms of any sale or agreement or otherwise the article is to be delivered or is intended to be delivered to any place outside the United Kingdom; or

(ii) if the article has been sold to, or has been agreed to be sold to, or is held on account of any person or firm resident or carrying on business outside the United Kingdom;

Provided always that articles destined for His Majesty's Forces or the Forces of His Allies or for any recognised Red Cross Society or individual members thereof or any article in respect of which a licence for export has been granted by lawful authority shall not be deemed to be held on foreign account.

7. *Title.*]—This Order may be cited as the Foreign Holdings (Returns) Order, 1918.

8th March.

THE SCHEDULE.

1. Articles normally used for human food and the raw materials from which such articles are made.

2. Cattle Feeding Stuffs.
3. Live Stock.
4. Condiments normally used with human food, excluding salt.
5. Casein, Starch, Farina.
6. Alcoholic beverages of all kinds.
7. Tea, Coffee, Cocoa, Chocolate, Cocoa preparations, and Syrups and Juices.
8. Sausage and other Casings.
9. Sacks, Bags (other than paper bags), Casks, Barrels, and Baskets capable of being used for carrying any agricultural produce or any of the above-mentioned articles.

THE PREVENTION OF CORRUPTION ORDER, 1918.

1. *Acceptance and giving of bribes.*]—No person engaged in the sale or delivery or distribution of any article of food shall accept or obtain or agree to accept or endeavour to obtain from any other person for himself or for any other person any gift or any consideration (other than the monies properly payable by reason of such sale, delivery or distribution) as an inducement or reward for selling or delivering or distributing any article of food to one purchaser or receiver in priority or in preference to another purchaser or receiver; and no person shall give or agree to give or offer any such gift or consideration.

2. *Interpretation.*]—For the purposes of this Order the expression "Article of Food" shall include every article which is used for food or drink by man or which ordinarily enters into the composition or preparation of human food and the expression "Consideration" includes valuable consideration of any kind.

3. *Exception.*]—This Order shall not apply to any sale, delivery or distribution of an article of food supplied for consumption on the premises of the seller.

4. *Offences.*]

5. *Title and Commencement.*]—(*a*) This Order may be cited as the Prevention of Corruption Order, 1918.

(*b*) This Order shall come into force on the 1st April, 1918.

15th March.

Societies.

Society of City and Borough Clerks of the Peace.

The twenty-sixth annual meeting of this society was held at Leeds on 19th March, Mr. Armstrong (Oldham) in the chair. Several points of practice were discussed.

The following officers were elected for the ensuing year:—President, Mr. J. Armstrong (Oldham); Vice-President, Mr. J. B. Shoosmith (Northampton); Treasurer, Mr. A. Copson Peake (Leeds); Hon. Secretary, Mr. Francis Ogden (Manchester). Committee: Mr. Barker (Grimsby), Mr. Binney (Sheffield), Sir H. Brevitt (Wolverhampton), Mr. Harris (Nottingham), Mr. F. C. Brogden (Lincoln), Dr. Woodhouse (Hull).

Canal Traffic.

Canals, says the *Times*, are now of greater value to the community, owing to conditions brought about by the war, than they have been at any time since railway transport deprived them of most of their traffic and revenue.

A year ago the inland waterways were taken over by the Canal Control Committee appointed by the Government, with Sir Maurice Fitzmaurice as chairman. At that time there was a prospect that they would have to cease work altogether. Large numbers of boatmen had joined the Army, and most of the men who were ineligible as recruits were attracted by higher wages to the railways and munition factories. As many as 1,200 barges were lying idle for want of crews. Such boats as were working were unable to move with their former facility, as dredging could not be maintained owing to the dearth of labour. The Canal Committee had, therefore, serious difficulties to remove before it could hope to achieve to any extent its object—that of increasing the traffic in order to relieve the congestion of the railways.

The Canal Committee has now under its control 1,202 miles of waterway in England and 304 miles in Ireland. In addition, there are 1,025 miles of canals in England which, as they are owned by railway companies, are managed by the Railway Executive Committee. The financial terms on which the canals were taken over by the Government are the same as those which were allowed to the railways—the guarantee of their net revenue of 1913; but the position of canals and railways is not entirely identical. Unlike the railway companies, most of the canal companies are not carriers. The transport of goods on the canals is mainly the work of separate undertakings. Ninety per cent. of the traffic is done by companies and individuals who, trading as canal carriers, own the barges and pay the companies for the use of the waterways. As the Government scheme of control applies only to the canal companies, it does not guarantee the profits of the canal carriers. It is expected that this drawback will soon be removed, as the Canal Control Committee has made financial recommendations to the Board of Trade for the purpose of enabling the carriers to fix rates that will divert additional traffic to the canals and pay the high wages which labour now demands.

Despite adverse circumstances the Canal Control Committee has already done much to make the canals valuable and economical agencies of transport. The waterways have been improved; skilled boatmen have been obtained from the Transport Workers' Battalion, and the work of carrying many commodities, principally wheat and coal, has been transferred from the railways. Each barge carries from thirty to forty tons of cargo, and its speed, which depends on the pace of the horses and the time taken in passing through the locks, is between four and five miles an hour. An appeal is about to be made to traders and manufacturers further to utilize the canals in the transport of goods.

Law Students' Journal

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the preliminary examination, held on the 13th and 14th March, 1918:—

Aarons, Frank Lewis Frankel.	King, Ernest Colston.
Adie, George Mountford.	Letts, Horace Norman.
Bowdler, John Ernest Benjamin.	Livermore, Ralph.
Brown, Alan William.	Marshall, Charles Ridings.
Clay, John.	Mellersh, Robert Patrick Clive.
Corder, Clive Shewell.	Newton, Sidney Arthur.
Cotterell, John Nicholas Franklin.	North, Edward Richard Lauraine.
Dawbarn, Douglas Harrison.	Powell, Ernest Walter.
Dixon, Clive.	Reade, George Blackwood.
Gamble, Leslie Baden.	Sanderson, Thomas Lancelot.
Hawthorne, Thomas Oliver Leslie.	Sheard, Edgar.
Hemingway, Richard Lancelot Lloyd.	Simpson, John Bell.
Hinchcliffe, George Raymond.	Thorneycroft, Gerald Hamo.
Hore, Spencer Charles Henry.	Wade, Charles Gordon Campbell.
Keefe, Ronald Barry.	Widlake, Fred.
	Wilkinson, Bertie Edward.

Number of candidates, 44. Passed, 31.

By order of the Council,

E. R. Cook, Secretary.

Law Society's Hall, Chancery-lane, 28th March, 1918.

Obituary.

Mr. Edward Jackson Barron.

Mr. Edward Jackson Barron, F.S.A., of 10, Endsleigh-street, Tavistock-square, and formerly of Lincoln's Inn-fields, solicitor (retired), died on 23rd March, aged ninety-one years. Mr. Barron was admitted in 1847, and was a member of the Law Society, Law Association, and Solicitors' Benevolent Association. He was for many years in partnership with William Pulteney Scott, and after Mr. Scott's death took into partnership his son, Mr. Edward Evelyn Barron, the business being then carried on under the style of Barron & Son. He was a Commissioner of Land and Income Taxes for the Holborn Division, a former director of the Westminster Fire Office, and treasurer of the National Benevolent Institution, until he retired on account of deafness. Mr. Barron was also a Past Master and Father of the Armourers' and Braziers' Company, and, amongst Freemasons, a Past Grand Deacon of England, a Vice-President of the three great Masonic charities, and for nearly fifty years Secretary of the Lodge of Antiquity (No. 2). He was also for many years a member of the Reform Club.

Qui ante diem periit,
Sed miles, sed pro patria.

Captain Frank D. Livingstone.

Captain Frank Darley Livingstone, A.S.C., who died of wounds on 22nd March, was the younger son of the late Canon Richard J. Livingstone and the Hon. Mrs. Livingstone, of Bayford Cottage, Hertford. Born in 1885, he was educated at Shrewsbury School and at Peterhouse, Cambridge, of which he was a scholar. He took a strong interest in politics, was President of the Cambridge Union, and was called to the Bar by the Inner Temple in 1911. He lectured on Law at the Working Men's College, and held a lectureship under the Law Society when the war broke out. He had been at the front since June, 1915.

Legal News.

Appointment.

Mr. John Dawson Crawford has been appointed Judge of County Courts on Circuit 38 (Essex and Edmonton), in the place of the late Judge Tindal Atkinson. Mr. Crawford, who was born in 1862, is the second son of Mr. Joseph Dawson Crawford, surgeon, of Liverpool. Educated at Trinity College, Cambridge, he became a student of the Inner Temple in 1881, was called to the Bar three years later, and